

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000001296
Small Dog Electronics
1673 Main St
Waitsfield VT 05673
USA

Contract ID 0000000000000000000019985		Page 1 of 4
Contract Dates 06/23/2011 to 06/30/2015		Origin CPS
Description: APPLE COMPUTER PRODUCTS		Contract Maximum \$9,999,999.00
Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Phone #: 802-496-7171 ext 20

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		APPLE COMPUTER PRODUCTS	EA	0.01000	0.00	0.00
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ITEM #1 COVERS APPLE COMPUTERS & SOFTWARE, AND PERIPHERALS.
PRICING ON THIS CONTRACT IS AT DEALER COST +.025%.

ALL HARDWARE (LAPTOPS & DESKTOPS) ARE REQUIRED TO BE PURCHASED WITH APPLE'S EXTENDED WARRANTY (APPLECARE) AND WITH THIS ADDITIONAL PURCHASE SMALL DOG WILL PROVIDE THE FOLLOWING SERVICES: 1) FREE PICK UP AND DELIVERY OF WARRANTY SERVICE MACHINES. 2) EXPEDITED REPAIR SERVICE. 3) FREE LOANER MACHINE (UPON REQUEST) FOR IN SERVICE COMPUTERS. 4) SINGLE POINT OF CONTACT AND CONSULTIVE SALES. ALL NEW APPLE PRODUCTS COME WITH A ONE YEAR WARRANTY, APPLECARE PROVIDES AN ADDITIONAL ONE TO TWO YEARS DEPENDING ON THE PRODUCT.
PRICE QUOTES CAN BE OBTAINED FROM THE SMALL DOG ACCOUNT MANAGER.
NOTE: ON LARGE QUANTITY PURCHASES BUYERS SHOULD ALWAYS CONTACT THE ACCOUNT MANAGER TO SEEK VOLUME DISCOUNTS.

2		ONSITE SERVICE	EA	0.01000	0.00	0.00
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APPLE PRODUCT SERVICE IS AVAILABLE FROM SMALL DOG.
STANDARD CONTRACT RATE - \$120.00 / HOUR
SMALL DOG WILL NEGOTIATE A LOWER RATE FOR COMMITMENTS OF 8 HOURS OR MORE.

3		APPLE TRAINING	EA	0.01000	0.00	0.00
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IF REQUIRED SMALL DOG CAN PROVIDE USER TRAINING AND TECHNICAL TRAINING
TRAINING CAN BE PROVIDED ONSITE.
STANDARD CONTRACT RATE IS \$120.00 / HOUR
SMALL DOG WILL ALSO OFFER GROUP RATES, CONTACT ACCOUNT MANAGER FOR A QUOTE.

CONTRACT TERMS AND ADDITIONAL INFORMATION

SMALL DOG CONTACTS: FOR SALES ASSISTANCE ON THIS CONTRACT PLEASE CONTACT ROB AMON, SMALL DOG SALES MANAGER, 802-583-9620 rob@smalldog.com OR TONY AMENTA INSIDE SALES REP , 802-583-9628 tony@smalldog.com

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR APPLE COMPUTER EQUIPMENT ISSUED MAY 20, 2011 AND VENDOR'S RESPONSE DATED JUNE 01, 2011.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: THIS IS A CPS CONTRACT FOR THE PURCHASE OF APPLE COMPUTER PRODUCTS. ALL STATE DEPARTMENTS AND AGENCIES MAY USE THIS CONTRACT. THE CONTRACT MAY ALSO BE USED BY POLITICAL SUB-DIVISIONS (CITIES & TOWNS). NOTE : K-12 SCHOOLS AND THE STATE COLLEGES AND UNIVERSITY WILL NOT BE ELIGIBLE TO USE THIS CONTRACT, APPLE PROVIDES A SEPERATE SALES CHANNEL FOR EDUCATION.

CONTRACT TERM: THE CONTRACT TERM IS 06/23/2011 TO 06/30/2013 WITH THE OPTION TO RENEW THE CONTRACT FOR TWO ADDITIONAL ONE YEAR PERIODS

TERMS OF PAYMENT: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

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PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

TOWNS AND CITIES OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH THEIR PROPOSALS A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED. IT IS DESIRABLE THAT THE BIDDER OFFER MORE THAN ONE (1) YEAR.

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PERFORMANCE MEASURES:

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE- LONGER LEADTIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM)
THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.
4. THE CONTRACTOR MUST MAINTAIN THEIR "APPLE SPECIALIST" CERTIFICATION LEVEL, THE STATE CONTRACT MANAGER WILL CHECK THE CONTRACTORS CERTIFICATION LEVEL / RATING ANNUALLY WITH APPLE. SHOULD THE SUPPLIER FAIL TO MAINTAIN THEIR "APPLE SPECIALIST" CERTIFICATION THE STATE MAY TERMINATE THIS CONTRACT.

*****AMENDMENT #1*****

AMENDMENT #1 - JUNE 19, 2013 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO JUNE 30, 2014 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN COMPLAANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

*****AMENDMENT #2*****

AMENDMENT #2 - JUNE 26, 2014 - - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO JUNE 30, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN COMPLAANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 06/09/2014 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____